

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-5033-0513		PAGE 1 OF 20	
2. CONTRACT NO. W912DW-05-P-0167		3. AWARD/EFFECTIVE DATE 31-Mar-2005		4. ORDER NUMBER		5. SOLICITATION NUMBER W912DW-05-Q-0044	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANGELA A DEXTER				b. TELEPHONE NUMBER (No Collect Calls) 206-764-6801	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 TEL: 206-764-3772 FAX: 206-764-6817		CODE W912DW		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input checked="" type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541620 SIZE STANDARD: 6.O		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS Net 30 Days	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SERVICE SECTION(CJ) WAREHOUSE HIGHWAY 17 PEARL HILL ROAD ATTN: WAREHOU BRIDGEPORT WA 98813-1120		CODE G3R0CS0		16. ADMINISTERED BY USA ENGINEER DISTRICT, SEATTLE ANGELA DEXTER PH: 206-764-6801 FAX: 206-764-6817 ANGELA.DEXTER@US.ARMY.MIL SEATTLE WA		CODE W912DW	
17a. CONTRACTOR/OFFEROR FERGUSON CONTRACTING, INC DONALD SCOTT FERGUSON 110 WILDCAT WAY KELLOGG ID 83837 TEL. 208-784-7604		CODE 1VT10		18a. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005		CODE W66KQZ	
		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$6,688.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>DON FERGUSON</u> <input checked="" type="checkbox"/> OFFER DATED <u>30-Mar-2005</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS <u>SEE SCHEDULE</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
				<i>Elaine M Ebert</i>		31-Mar-2005	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ELAINE M EBERT / CONTRACTING OFFICER TEL: (206) 764-3638 EMAIL: elaine.m.ebert@usace.army.mil			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 20

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
		42b. RECEIVED AT <i>(Location)</i>	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

Payment by Millington**Web Invoicing System (WInS)**

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website:
<https://ecweb.dfas.mil>

At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

BASE YEAR PERIOD OF PERFORMANCE IS 1 APRIL 2005 THRU 31 MARCH 2006. .

A WRITTEN NOTICE WILL BE GIVEN TO EXERCISE THE OPTION YEARS AT LEAST 60 DAYS BEFORE CONTRACT EXPIRE.

Contracting Officer Representative (COR) is Laura M. Beauregard at (509) 686-2225.

Point of contact for Technical is Robert Fischer at (509) 686-3540.

CF:

Contractor: [Ferguson Contracting Inc](#)

Point Contact: Deanne Seltenreich, email: dlfergusoncontracting@usamedia.tv

Phone: 208-784-7604, Fax Number: 208-783-1164

Nancy Cornel: CENWS-OD-CJ

Sandy Harvey: CENWS- OD-CJ

Laura M. Beauregard: CENWS- OD-CJ

Robert Fischer: CENWS- OD-CJ

File

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	(BASE YEAR)HERBICIDE APPLICATION SERVICE FFP	1	Lump Sum	\$6,688.00	\$6,688.00

PROVIDE HERBICIDES APPLICATION SERVICE FOR CHIEF JOSEPH DAM NEAR BRIDGEPORT, WASHINGTON. THE PURPOSE OF THE HERBICIDE APPLICATION IS FOR WEED CONTROL. THIS INCLUDES ALL LABOR, EQUIPMENT AND MATERIAL IN ACCORDANCE WITH THE "STATEMENT OF WORK/SPECIFICATIONS FOR PERIOD 1 April 2005 through 31 March 2006.

Estimated					
Item #	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001AA	Control weeds On general areas (backpack type)	35	acre	\$85.00	\$2975.00
0001AB	Control weeds on general areas (boom type)	35	acre	\$ 61.00	\$ 2135.00
0001AC	Control broadleaf weeds in designated lawns	8	hour	\$60.00	\$480.00
0001AD	Total vegetation control on road shoulders/graveled areas/curbsides/ pavement cracks	18	acre	\$61.00	\$1098.00
0001AE	Weather suspension	4	days	\$0.00	\$0.00

* The Contractor should note that this is an estimated quantity and that the Government will only guarantee a minimum of 20 acres to be treated in this "general areas" line item.

** The Contractor should note that this is an estimated quantity and that the Government will only guarantee a minimum of 15 acres to the treated in this "general areas" line item.

PURCHASE REQUEST NUMBER: W68MD9-5033-0513

	NET AMT	\$6,688.00
ACRN AA Funded Amount		\$6,688.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum	\$6894.00	\$6894.00

OPTION YEAR ONE

PROVIDE HERBICIDES APPLICATION SERVICE FOR CHIEF JOSEPH DAM NEAR BRIDGEPORT, WASHINGTON. THE PURPOSE OF THE HERBICIDE APPLICATION IS FOR WEED CONTROL. THIS INCLUDES ALL LABOR, EQUIPMENT AND MATERIAL IN ACCORDANCE WITH THE "STATEMENT OF WORK/SPECIFICATIONS FOR THE PERIOD OF 1 APRIL 2006 THRU 31 MARCH 2007.

PURCHASE REQUEST NUMBER: W68MD9-5033-0513

Item #	Supplies/Services	Estimated Quantity	Unit	Unit Price	Amount
0002AA	Control weeds On general areas (backpack type)	35	acre	\$88.00	\$ 3064.00
0002AB	Control weeds on general areas (boom type)	35	acre	\$63.00	\$ 2200.00
0002AC	Control broadleaf weeds in designated lawns	8	hour	\$62.00	\$496.00
0002AD	Total vegetation control on road shoulders/graveled areas/curbsides/ pavement cracks	18	acre	\$63.00	\$1134.00
0002AE	Weather suspension	4	days	\$0.00	\$0.00

* The Contractor should note that this is an estimated quantity and that the Government will only guarantee a minimum of 20 acres to be treated in this "general areas" line item.

** The Contractor should note that this is an estimated quantity and that the Government will only guarantee a minimum of 15 acres to be treated in this "general areas" line item.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lump Sum	\$7134.00_____	\$7134.00_____

OPTION YEAR TWO

PROVIDE HERBICIDES APPLICATION SERVICE FOR CHIEF JOSEPH DAM NEAR BRIDGEPORT, WASHINGTON. THE PURPOSE OF THE HERBICIDE APPLICATION IS FOR WEED CONTROL. THIS INCLUDES ALL LABOR, EQUIPMENT AND MATERIAL IN ACCORDANCE WITH THE "STATEMENT OF WORK/SPECIFICATIONS FOR **THE PERIOD OF 1 APRIL 2007 through 31 MARCH 2008.**

PURCHASE REQUEST NUMBER: W68MD9-5033-0513

Item #	Supplies/Services	Estimated Quantity	Unit	Unit Price	Amount
0003AA	Control weeds On general areas (backpack type)	35	acre	\$91.00	\$3185.00
0003AB	Control weeds on general areas (boom type)	35	acre	\$65.00	\$2275.00
0003AC	Control broadleaf weeds in designated lawns	8	hour	\$63.00	\$504.00
0003AD	Total vegetation control on road shoulders/graveled areas/curbsides/ pavement cracks	18	acre	\$65.00	\$1170.00
0003AE	Weather suspension	4	days	\$0.00	\$0.00

* The Contractor should note that this is an estimated quantity and that the Government will only guarantee a minimum of 20 acres to be treated in this "general areas" line item.

** The Contractor should note that this is an estimated quantity and that the Government will only guarantee a minimum of 15 acres to be treated in this "general areas" line item.

SOW AND SPECIFICATION

HERBICIDE APPLICATION/CHIEF JOSEPH DAM DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PART I--GENERAL REQUIREMENTS

1. SCOPE. The work consists of furnishing all labor, materials, and equipment, and performing all work required in applying herbicides at Chief Joseph Dam Project near Bridgeport, Washington. The purpose of herbicide application is for weed control. Part II (Performance Requirements) of this Contract contains a general physical description of the areas to be treated and the specific performance criteria. The onsite point of contact with the Corps for this Contract will be the designated Contracting Officer's Representative (COR) at Chief Joseph Dam Project. Technical advice and performance inspections may be conducted by the COR and/or the Contracting Officer's Technical Representative (COTR).

2. HERBICIDE APPLICATIONS. Only Federal or State registered products shall be used to control weeds in the designated areas. Only EPA general use herbicides may be used unless a written justification is provided by the Contractor to the COR detailing the reasons that a restricted use herbicide is necessary and the specific areas the restricted use herbicide will be used. All herbicides used must be approved by the COR prior to use. The Contractor shall request permission for use of any herbicide (s) at least two weeks prior to the anticipated use. All use of the herbicides shall be in accordance with the current registration, label direction, required re-entry periods, or other directives regulating their use (Washington Department of Agriculture, OSHA, etc.). The Contractor shall be responsible for complying with all training (Federal, State, and local), operational requirements, and licensing requirements as may be pertinent to and required for the commercial application of herbicides.

3. WEATHER CONDITIONS. Label directions and/or warnings relative to temperature or other weather conditions shall be closely adhered to. In addition, spraying applications shall not be performed in or near designated public use areas, or other inhabited areas when wind speed is above 10 miles per hour, or gusting. The Contractor shall be responsible for reapplication of herbicides, at Contractor expense, in areas where rainfall occurs within 6 hours of application thereby reducing the effectiveness of the herbicide. Liability for any weather-related negative effects on Contractor performance in areas treated shall be borne by the Contractor. The COR maintains weather records for Chief Joseph Dam Project taken from an official onsite weather station. The Contractor may review these records upon request.

4. EQUIPMENT. All equipment, tools, and machines to be used in performance of the work shall be in proper working condition and shall be suitable for use with the herbicide to be applied. All equipment and operations shall adhere to the safety requirements as outlined in "U.S. Army Corps of Engineers Safety and Health Requirements Manual", EM 385-1-1. Particular emphasis shall be placed on the use of hard hats, safety boots, tractor protective equipment (i.e. seat belts, etc.) and personal protective equipment. The Contractor must have access to application equipment of suitable size to perform the work required. Past Contractors have utilized a boom or fan type sprayer suitable for treatment of large acreage and high-quality backpack type sprayers for application of herbicides in areas where wheeled equipment is not permitted.

5. CONTRACTOR QUALITY CONTROL.

a. In order to assure that the required services are performed in a professional manner, the Contractor shall designate, in writing, a responsible individual who may serve as a contact for matters involving quality and/or performance or non-performance of the required work in the absence of the Contractor. The designation shall include

the name(s), address, and telephone number(s) of the responsible individual(s). Contractor personnel shall have a minimum of two years experience applying herbicides for treatment of undesirable weed species. The COR reserves the right to disapprove any individual whom he considers to be incompetent to perform the work required. Such disapprovals will be given to the Contractor by written notice, and the Contracting Officer's decision shall be final.

b. The Contractor or contact person shall inspect for compliance with contract requirements and record the inspections of all operations including, but not limited to, the following:

1. Proper mixture rate of herbicide solution.
2. Proper disposal of empty herbicide containers.
3. Proper cleaning of application equipment.
4. Compliance with all cautions and warnings specified by the herbicide manufacturers.

c. The Contractor shall exercise extreme care at all times to protect desirable, non-targeted species from damage by the required chemical application. Liability associated with non-targeted species damage resulting from Contractor activities (such as non-adherence to the herbicide label, improper application rates, and application in adverse weather conditions, off-road travel, etc.) shall be borne by the Contractor. The Contractor shall be responsible and shall monetarily compensate the Government for all damaged or killed non-target plants. Compensation rates and rationale are provided in Appendix 1. Compensation shall normally occur by means of deductions from payment requests.

d. The designated contact person or the Contractor must be onsite during all herbicide applications to insure quality control.

e. All Contractor personnel shall be fully clothed at all times while performing services under this contract. "Fully clothed" shall mean that a shirt with sleeves, long pants, and shoes shall be worn at all times. This requirement shall not be construed to replace or eliminate the necessity for the wearing of appropriate protective clothing or devices as may be required for the application of various chemicals. Clothing shall be clean and neat in appearance. Identification of the contractor personnel by company or personal name clearly visible on shirt or hat is required during application operations.

f. Tact, diplomacy, and courtesy shall be exercised at all times during contact with the public. Verified inappropriate Contractor behavior may result in worker removal at the discretion of the COR.

g. Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work as specified. The Contractor shall assure that he has, or can obtain on short notice, sufficient backup equipment to continue the services as specified without interruption in the event of mechanical failure of the primary equipment.

6. MSDS. The Contractor shall be required to submit a Material Safety Data Sheet (MSDS) for each herbicide being applied to the COR before work begins. All contract employees handling or applying the herbicide shall be required to read and understand the MSDS prior to the use of the herbicide and comply with all safety precautions listed thereon. The Contractor shall have ready access to a copy of the MSDS at the time of herbicide application.

7. HAZARD ANALYSIS. The Contractor shall submit a Job Hazard Analysis on all phases of the work to be performed prior to any field performance. The Job Hazard Analysis must cover all operations to be performed during the contract period. This plan shall include: principle steps for mixing and applying the herbicide; potential hazards to applicator and others; and recommended safety controls.

8. CONTACT FOR SERVICES AND MEETINGS. The Contractor shall maintain a telephone number and means of contact during normal business hours, Monday through Friday. The contact may be a person or answering machine. Once the Corps has notified this contact, the Contractor shall be considered officially notified when called for services. Unless specified otherwise within Part II, the Contractor shall have seven (7) working days from the date of

notification in which to complete the requested herbicide application. This contact number may also be used to schedule meetings between the COR/COTR and the Contractor.

9. REPORTING REQUIREMENTS. After any application of herbicide, a Washington State Department of Agriculture application report must be submitted to the COR or representative within five (5) working days. The report shall contain:

- a. Number of hours expended in applying herbicide.
- b. Description of the area treated, including size and physical characteristics.
- c. Date of application.
- d. Type of herbicide used and quantity and concentration of mixture (active ingredient).
- e. Wind direction and velocity.
- f. Purpose of the treatment.
- g. Special precautions taken by applicator to prevent drift and environmental contamination.
- h. Special precautions taken to insure personal safety of applicator.

10. LOST ARTICLES. To assist the visiting public in reclaiming lost articles, all property left by visitors and found during work on this contract shall be turned in to the Project Recreation and Natural Resource Office.

11. SUBCONTRACTING. No subcontracting of the required services will be permitted unless prior approval is obtained from the COR.

12. PAYMENT FOR SERVICES RENDERED. The Contractor shall meet with the COTR at Chief Joseph Dam Project Office on a regular basis (every 4-6 weeks) during the contracting period to review the past month's work performance. At the discretion of the COR the monthly discussions can occur by phone after the initial meeting. The Contractor shall submit a copy of the invoice for the past month's work prior to this meeting or bring a copy of the invoice to the meeting so agreement may be reached on work performed. Failure to appear for such a meeting will result in withholding payment. In the event that the COR believes non-target damage and/or kill may have occurred as a result of Contractor activities or the Contractor has not achieved the specified performance standards, payment will be withheld for work performed in these areas until adequate performance standards are achieved. If the specified performance standards are not met after two "callbacks" for an area, no payment will be made to the Contractor for that area. Units of nonpayment will be in one-half acres or one-half hours.

Only those work items satisfactorily completed during the month shall appear on the invoice (i.e. actual work performed to the standards required). Items discussed as "deficient" shall not be listed on the invoice. After the review meeting, original invoices shall be submitted for payment to:

The submitted invoice shall include the following:

- a. Invoice date.
- b. Name of Contractor.
- c. Contract number, contract line item, quantity, contract unit of measure and unit price, and extended total.
- d. Name and address to which payment is to be sent (must be same as that in the contract).

Payments will be made only for actual services completed. Separate payments will not be made for time spent in planning, mobilizing, or performing administrative work.

PART II--PERFORMANCE REQUIREMENTS

The following sections describe the various areas and work requirements where herbicide application shall be required. The Contractor is responsible for determining the type of herbicide to use, the application rate, the specific timing of the application, and the method of application of the herbicide. The Corps will provide access to suitable water at Chief Joseph Dam for the required herbicide applications. Weeds include, but are not limited to, thistle species, knapweed species, Russian thistle, mullein, puncturevine, hoary cress, and toadflax. Some areas will require total vegetation control.

1. General Areas

General herbicide application areas include all Project lands located within 45 miles of Chief Joseph Dam except the lawns and road shoulders which are covered separately below. All but one of the general areas to be treated are within 10 miles of the dam. The majority of the general area is in native shrub vegetation or established range grass. Within the general areas are various types of planted and native vegetation. The Contractor shall take extreme care not to damage or kill this vegetation; any damage or kill will result in deductions of payment as discussed in Appendix 1. General weed treatment shall be divided into two separate line items dependent on method of treatment. The Contractor shall be required to use a backpack-type or hose-type treatment method in specified areas where no vehicles are permitted due to potential damage to existing native vegetation. The total number of actual acres to be treated using this treatment method will be a minimum of 20 acres with a maximum of 35 acres. Areas not restricted to backpack or hose treatment may be treated using sprayers with high floatation, non-compacting type tires. The total number of actual acres to be treated using this treatment method will be a minimum of 15 acres and a maximum of 35 acres. Areas of special concern adjacent to treatment areas include a fish hatchery, the Columbia River, Foster Creek, several public use areas, and various work sites all of which will be shown to the Contractor prior to the initiation of work. Up to 25 percent of the general weed control shall be for total vegetation control (i.e. trails, gravel parking lots, around bases of signs/sprinklers, etc.)

The Contractor will be provided with copies of aerial photographs outlining the various areas to be treated. The photos will show the acreage and the weed species to be treated. Any additional treatment areas will be added to these photos as the treatment season progresses. The Contractor should note that both cool season and warm season weeds shall be treated which will require multiple trips to the Project to perform the required work.

The COR or COTR will inspect the treated areas two and four weeks after each herbicide application. Within the treated area, no more than five living noxious weeds per 100 foot square area (10,000 square feet) shall be remaining. If the area does not meet the established criteria, the area shall be retreated by the Contractor within five working days, or as soon as acceptable herbicide application weather occurs. The retreatment shall be at Contractor expense. Payment will not be made to the Contractor until the acceptable standard of performance is achieved. If the Contractor does not meet the required treatment standard for an area after two callbacks, no payment will be made for that area.

2. Lawns

The Contractor shall be responsible for broadleaf weed control in approximately 2.0 acres of established lawns located at up to 10 areas located within two miles of Chief Joseph Dam Project. The Contractor shall be required to control the weeds on an "as-called" per hour basis. Two and four weeks after herbicide application the treated areas shall be inspected by the COR and/or COTR. No more than 5 living broadleaf weeds per fifty foot square area (2500 square feet) will be remaining. Areas that do not meet the established standards shall be treated by the Contractor within five working days or as soon as acceptable herbicide application weather occurs. The retreatment shall be at Contractor expense. The grass areas to be treated contain many trees and shrubs including Austrian pine, honeylocust, Russian olive, American plum, Mugho pine, etc. The Contractor shall be responsible for any damage or kill to the planted trees species according to the compensation schedule in Appendix 1. The Contractor shall also be

responsible for any damage to the desirable grass stands or the existing irrigation sprinklers resulting from the application of herbicides. This includes mechanical damage and chemical damage. The Government will be compensated for damage or kill to the desirable grass at a rate of \$ 1.00 per square foot of grass damaged and \$ 4.00 per square foot of grass killed.

3. Road Shoulders/Graveled Areas/Curbsides/Pavement Cracks/Trails

The Contractor shall be responsible for total vegetation control on approximately 18 acres of road shoulders, graveled areas (i.e. parking lots, etc.), pavement cracks, trails, rock beds, and curbsides located in the immediate vicinity of Chief Joseph Dam Project. The controlled road shoulder shall range from two to ten feet wide and may involve treatment on both sides and under guard rails. Road shoulders, graveled areas, pavement cracks, and gaps between curbing and pavement shall be treated on a per acre basis. The Contractor will be provided with an aerial photograph detailing the areas to be treated. The area shall be treated initially using a long lasting residual herbicide. The initial treatment shall occur early in the spring so the treated areas remain weed-free for spring, summer, and fall. Approximately four weeks after herbicide application the COR and/or COTR will inspect the treated areas. No more than five living plants per 400 feet of treated road shoulder, pavement crack, or curbside gap, or five living plants per 100 foot square graveled area or trail (10,000 square feet) shall be remaining. If the area does not meet the established criteria, the deficient areas will be retreated by the Contractor within five working days, or as soon as acceptable herbicide application weather occurs. The retreatment will be at Contractor expense. The areas will also be inspected by the COR/COTR throughout the spring, summer, and fall. If at any time during this period the area does not meet the above stated standards, the Contractor shall retreat the area at Contractor expense. Any treatment area where the plants are allowed to grow more than six inches from the point where the Contractor was given the notice to apply treatment will not receive payment. The Contractor shall exercise extreme caution to prevent any off-target damage or kill to adjacent vegetation outside of the treatment areas. The Contractor shall be responsible for any damage or kill to non-target vegetation according to the compensation schedule in Appendix 1. On this line item only, half of the total amount owed the Contractor for services will be paid after the initial acceptable treatment and the remaining half, minus deductions, will be paid at the end of the growing season (31 October).

4. Weather Suspension of Work Days

The Contractor will be compensated if they report to the work site and are unable to accomplish a minimum of four hours of treatment work due to adverse weather at the site. There will be a maximum of four "weather caused suspension of work" days within a field season.

APPENDIX 1Compensation Rates For Non-Target Damage and Kill.

For the purposes of this Contract, damage is defined as a loss of greater than 20 percent of the new growth on an individual non-conifer plant or needle/leaf twisting on at least 20 percent of a conifer. Kill is defined as a loss of 50 percent or more of the new growth on an individual non-conifer plant or needle/leaf twisting on at least 50 percent on a conifer. Damage and/or kill will be assessed by the COR and COTR at intervals of one month, two months, and up to six to ten months after application of herbicides.

Damaged native shrub species such as bitterbrush, sagebrush, and rabbitbrush will be valued at \$5.00 each. Killed native shrubs will be valued at \$10.00 each.

Damaged trees such as Austrian pine, honey locust, green ash, and other trees will be valued at \$5.00 per foot of height. Killed trees will be valued at \$10.00 per foot of height.

Damaged landscaping shrubs such as burning bush will be valued at \$10.00 each. Killed landscaping shrubs will be valued at \$20.00 each.

Damaged planted nonlawn grasses will be compensated at a rate of \$100 per

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082433 25207194KF003200 NA 96453
COST 000000000000
CODE:
AMOUNT: \$6,688.00

CLAUSES INCORPORATED BY REFERENCE

52.212-4 Contract Terms and Conditions--Commercial Items OCT 2003

CLAUSES INCORPORATED BY FULL TEXT

Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

- ___ (ii) Alternate I (OCT 1995) of 52.219-6.
- ___ (iii) Alternate II (MAR 2004) of 52.219-6.
- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- x___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- x___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- x___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- __x_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- __x_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ___ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ___ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

x___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

_x___ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

x___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days** within which the Contracting Officer may exercise the option).

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days efore the contract expires**. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total base plus 2 optiion duration of this contract, including the exercise of any options under this clause, shall not exceed **March 2008**.

(End of clause)

Options for Services

a. Upon completion of the Herbicide Application Service at Chief Josphe Dam, Bridgeport, Washington, the Government, at its option, may award the options(s) described in Section C, Statement of Work.

b. The Government may exercise **this option/these options** at any time within the period specified in the Statement of Work by giving written notice to the Contractor. Performance of the services added by the exercise of the option(s) shall continue immediately after receipt of written notice and in accordance with the schedule in the Statement of Work unless the parties otherwise agree.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acq.osd.mil/dp/dars/dfar.html>

(End of clause)

94-2565 WA,SPOKANE

WAGE DETERMINATION NO: 94-2565 REV (21) AREA: WA,SPOKANE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2566

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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William W.Gross	Division of	Wage Determination No.: 1994-2565
Director	Wage Determinations	Revision No.: 21
		Date Of Revision: 09/02/2004

State: Washington

Area: Washington Counties of Adams, Asotin, Chelan, Columbia, Douglas, Ferry, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Whitman

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.10
01012 - Accounting Clerk II	11.35
01013 - Accounting Clerk III	13.30
01014 - Accounting Clerk IV	15.26
01030 - Court Reporter	14.39
01050 - Dispatcher, Motor Vehicle	13.63
01060 - Document Preparation Clerk	11.74
01070 - Messenger (Courier)	9.56
01090 - Duplicating Machine Operator	11.74
01110 - Film/Tape Librarian	11.90
01115 - General Clerk I	7.82
01116 - General Clerk II	8.81
01117 - General Clerk III	11.96
01118 - General Clerk IV	13.43
01120 - Housing Referral Assistant	16.65
01131 - Key Entry Operator I	10.60
01132 - Key Entry Operator II	13.15
01191 - Order Clerk I	10.36
01192 - Order Clerk II	11.59
01261 - Personnel Assistant (Employment) I	11.87
01262 - Personnel Assistant (Employment) II	13.34
01263 - Personnel Assistant (Employment) III	14.85
01264 - Personnel Assistant (Employment) IV	17.22
01270 - Production Control Clerk	16.26
01290 - Rental Clerk	10.26
01300 - Scheduler, Maintenance	12.90
01311 - Secretary I	12.90
01312 - Secretary II	14.39
01313 - Secretary III	16.65
01314 - Secretary IV	20.51
01315 - Secretary V	22.05
01320 - Service Order Dispatcher	16.84

01341 - Stenographer I	11.48
01342 - Stenographer II	12.90
01400 - Supply Technician	18.89
01420 - Survey Worker (Interviewer)	10.54
01460 - Switchboard Operator-Receptionist	10.47
01510 - Test Examiner	14.39
01520 - Test Proctor	14.39
01531 - Travel Clerk I	10.58
01532 - Travel Clerk II	11.12
01533 - Travel Clerk III	11.90
01611 - Word Processor I	10.99
01612 - Word Processor II	12.34
01613 - Word Processor III	13.78
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.23
03041 - Computer Operator I	12.23
03042 - Computer Operator II	14.68
03043 - Computer Operator III	17.71
03044 - Computer Operator IV	19.66
03045 - Computer Operator V	21.79
03071 - Computer Programmer I (1)	16.48
03072 - Computer Programmer II (1)	20.51
03073 - Computer Programmer III (1)	24.42
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.63
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.16
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.22
05010 - Automotive Glass Installer	15.17
05040 - Automotive Worker	15.17
05070 - Electrician, Automotive	16.49
05100 - Mobile Equipment Servicer	14.34
05130 - Motor Equipment Metal Mechanic	16.49
05160 - Motor Equipment Metal Worker	15.17
05190 - Motor Vehicle Mechanic	16.58
05220 - Motor Vehicle Mechanic Helper	13.03
05250 - Motor Vehicle Upholstery Worker	14.34
05280 - Motor Vehicle Wrecker	15.17
05310 - Painter, Automotive	15.82
05340 - Radiator Repair Specialist	15.17
05370 - Tire Repairer	13.22
05400 - Transmission Repair Specialist	16.49
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.39
07010 - Baker	10.52
07041 - Cook I	9.08
07042 - Cook II	10.43
07070 - Dishwasher	8.23
07130 - Meat Cutter	14.22
07250 - Waiter/Waitress	8.41
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	15.81
09040 - Furniture Handler	12.67
09070 - Furniture Refinisher	15.81
09100 - Furniture Refinisher Helper	13.02
09110 - Furniture Repairer, Minor	14.33
09130 - Upholsterer	15.81
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.69

11060 - Elevator Operator	8.98
11090 - Gardener	11.36
11121 - House Keeping Aid I	8.36
11122 - House Keeping Aid II	8.91
11150 - Janitor	10.03
11210 - Laborer, Grounds Maintenance	11.01
11240 - Maid or Houseman	8.36
11270 - Pest Controller	10.22
11300 - Refuse Collector	8.73
11330 - Tractor Operator	11.86
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	17.50
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.63
12071 - Licensed Practical Nurse I	13.51
12072 - Licensed Practical Nurse II	15.17
12073 - Licensed Practical Nurse III	16.97
12100 - Medical Assistant	11.91
12130 - Medical Laboratory Technician	14.18
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	8.21
12222 - Nursing Assistant II	9.22
12223 - Nursing Assistant III	10.07
12224 - Nursing Assistant IV	11.29
12250 - Pharmacy Technician	13.17
12280 - Phlebotomist	12.93
12311 - Registered Nurse I	16.68
12312 - Registered Nurse II	20.39
12313 - Registered Nurse II, Specialist	20.39
12314 - Registered Nurse III	24.68
12315 - Registered Nurse III, Anesthetist	24.68
12316 - Registered Nurse IV	29.57
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.07
13011 - Exhibits Specialist I	15.97
13012 - Exhibits Specialist II	19.79
13013 - Exhibits Specialist III	24.19
13041 - Illustrator I	15.97
13042 - Illustrator II	19.79
13043 - Illustrator III	24.19
13047 - Librarian	21.91
13050 - Library Technician	13.27
13071 - Photographer I	12.91
13072 - Photographer II	14.45
13073 - Photographer III	17.06
13074 - Photographer IV	20.80
13075 - Photographer V	25.25
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.91
15030 - Counter Attendant	7.91
15040 - Dry Cleaner	9.66
15070 - Finisher, Flatwork, Machine	7.91
15090 - Presser, Hand	7.91
15100 - Presser, Machine, Drycleaning	7.91
15130 - Presser, Machine, Shirts	7.91
15160 - Presser, Machine, Wearing Apparel, Laundry	7.91
15190 - Sewing Machine Operator	10.24
15220 - Tailor	10.82
15250 - Washer, Machine	8.49

19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	16.06
19040 - Tool and Die Maker	18.91
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.29
21020 - Material Coordinator	16.67
21030 - Material Expediter	16.26
21040 - Material Handling Laborer	11.50
21050 - Order Filler	12.83
21071 - Forklift Operator	14.49
21080 - Production Line Worker (Food Processing)	14.49
21100 - Shipping/Receiving Clerk	11.93
21130 - Shipping Packer	13.04
21140 - Store Worker I	10.63
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.97
21210 - Tools and Parts Attendant	14.77
21400 - Warehouse Specialist	14.77
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	19.35
23040 - Aircraft Mechanic Helper	15.08
23050 - Aircraft Quality Control Inspector	20.13
23060 - Aircraft Servicer	16.83
23070 - Aircraft Worker	17.80
23100 - Appliance Mechanic	15.81
23120 - Bicycle Repairer	13.21
23125 - Cable Splicer	18.95
23130 - Carpenter, Maintenance	18.40
23140 - Carpet Layer	17.43
23160 - Electrician, Maintenance	20.13
23181 - Electronics Technician, Maintenance I	18.83
23182 - Electronics Technician, Maintenance II	20.55
23183 - Electronics Technician, Maintenance III	21.48
23260 - Fabric Worker	16.48
23290 - Fire Alarm System Mechanic	19.17
23310 - Fire Extinguisher Repairer	15.73
23340 - Fuel Distribution System Mechanic	19.94
23370 - General Maintenance Worker	15.16
23400 - Heating, Refrigeration and Air Conditioning Mechanic	18.13
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	21.79
23460 - Instrument Mechanic	18.95
23470 - Laborer	10.02
23500 - Locksmith	18.18
23530 - Machinery Maintenance Mechanic	18.68
23550 - Machinist, Maintenance	16.48
23580 - Maintenance Trades Helper	13.02
23640 - Millwright	16.57
23700 - Office Appliance Repairer	18.53
23740 - Painter, Aircraft	15.94
23760 - Painter, Maintenance	15.81
23790 - Pipefitter, Maintenance	22.33
23800 - Plumber, Maintenance	20.38
23820 - Pneudraulic Systems Mechanic	19.17
23850 - Rigger	18.95
23870 - Scale Mechanic	17.62
23890 - Sheet-Metal Worker, Maintenance	16.48
23910 - Small Engine Mechanic	15.16
23930 - Telecommunication Mechanic I	18.13
23931 - Telecommunication Mechanic II	18.85
23950 - Telephone Lineman	18.95
23960 - Welder, Combination, Maintenance	16.48

23965 - Well Driller	16.48
23970 - Woodcraft Worker	20.70
23980 - Woodworker	15.73
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.01
24580 - Child Care Center Clerk	12.18
24600 - Chore Aid	8.46
24630 - Homemaker	15.72
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	19.23
25040 - Sewage Plant Operator	20.04
25070 - Stationary Engineer	19.23
25190 - Ventilation Equipment Tender	14.77
25210 - Water Treatment Plant Operator	20.04
27000 - Protective Service Occupations	
(not set) - Police Officer	24.38
27004 - Alarm Monitor	13.82
27006 - Corrections Officer	22.19
27010 - Court Security Officer	23.18
27040 - Detention Officer	22.19
27070 - Firefighter	20.01
27101 - Guard I	11.04
27102 - Guard II	15.88
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	16.10
28020 - Hatch Tender	16.10
28030 - Line Handler	16.10
28040 - Stevedore I	15.81
28050 - Stevedore II	17.98
29000 - Technical Occupations	
21150 - Graphic Artist	20.78
29010 - Air Traffic Control Specialist, Center (2)	30.50
29011 - Air Traffic Control Specialist, Station (2)	21.03
29012 - Air Traffic Control Specialist, Terminal (2)	23.16
29023 - Archeological Technician I	14.84
29024 - Archeological Technician II	16.64
29025 - Archeological Technician III	20.57
29030 - Cartographic Technician	20.57
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.63
29040 - Civil Engineering Technician	19.61
29061 - Drafter I	13.25
29062 - Drafter II	14.77
29063 - Drafter III	16.60
29064 - Drafter IV	20.57
29081 - Engineering Technician I	12.15
29082 - Engineering Technician II	13.56
29083 - Engineering Technician III	15.23
29084 - Engineering Technician IV	18.89
29085 - Engineering Technician V	23.03
29086 - Engineering Technician VI	27.95
29090 - Environmental Technician	19.50
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	20.20
29210 - Laboratory Technician	18.30
29240 - Mathematical Technician	18.95
29361 - Paralegal/Legal Assistant I	13.75
29362 - Paralegal/Legal Assistant II	17.82
29363 - Paralegal/Legal Assistant III	21.74
29364 - Paralegal/Legal Assistant IV	26.37
29390 - Photooptics Technician	18.49

29480 - Technical Writer	21.64
29491 - Unexploded Ordnance (UXO) Technician I	19.38
29492 - Unexploded Ordnance (UXO) Technician II	23.45
29493 - Unexploded Ordnance (UXO) Technician III	28.11
29494 - Unexploded (UXO) Safety Escort	19.38
29495 - Unexploded (UXO) Sweep Personnel	19.38
29620 - Weather Observer, Senior (3)	18.75
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.88
29622 - Weather Observer, Upper Air (3)	16.88
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.43
31260 - Parking and Lot Attendant	8.20
31290 - Shuttle Bus Driver	11.02
31300 - Taxi Driver	11.19
31361 - Truckdriver, Light Truck	11.02
31362 - Truckdriver, Medium Truck	17.52
31363 - Truckdriver, Heavy Truck	16.95
31364 - Truckdriver, Tractor-Trailer	16.95
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	8.55
99030 - Cashier	9.18
99041 - Carnival Equipment Operator	9.74
99042 - Carnival Equipment Repairer	10.25
99043 - Carnival Worker	8.12
99050 - Desk Clerk	9.01
99095 - Embalmer	19.38
99300 - Lifeguard	10.19
99310 - Mortician	19.38
99350 - Park Attendant (Aide)	12.79
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.79
99500 - Recreation Specialist	12.48
99510 - Recycling Worker	10.04
99610 - Sales Clerk	11.55
99620 - School Crossing Guard (Crosswalk Attendant)	10.87
99630 - Sport Official	10.19
99658 - Survey Party Chief (Chief of Party)	17.70
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.54
99660 - Surveying Aide	9.89
99690 - Swimming Pool Operator	10.32
99720 - Vending Machine Attendant	10.76
99730 - Vending Machine Repairer	12.36
99740 - Vending Machine Repairer Helper	10.76

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees

performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.